

Southeast Warren CSD

Southeast Warren EA

7/1/2006 6/30/2007

COMPREHENSIVE AGREEMENT

Between the

SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT

and the

SOUTHEAST WARREN EDUCATION ASSOCIATION

Effective
July 1, 2006

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ARTICLE I

PREAMBLE

The Board of Directors of the Southeast Warren Community School District, also known as the Board of Education, hereinafter referred to as the "Board", and the Southeast Warren Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II
RECOGNITION

The Southeast Warren Community School Board recognizes the Southeast Warren Education Association as the sole and exclusive negotiating agent for the following bargaining unit as designated in the PERB certification instrument (case no. 620) issued by the PERB on the 13th day of April, 1976.

INCLUDED: All regular professional employees under contract with the Southeast Warren Community School District, including, but not limited to, teachers (special, vocational, music, art and drama, academic and specialized areas), counselors, librarians, coaches, athletic director and school nurses.

EXCLUDED: Superintendents, Principals, all substitute teachers, and all those excluded by Chapter 20 of the Iowa Code.

ARTICLE III

PROCEDURE FOR NEGOTIATIONS

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations requires a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the IowaCode. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

B. Request for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made to the president of the Board or his/her designated representative. Requests from the Board shall be made to the President of the Association or his/her designated representative.

C. Negotiation Terms

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party.

D. Access to Information

The Board agrees to furnish the Association public information requested by the Association for developing negotiation proposals on behalf of the teachers.

ARTICLE IV
GRIEVANCE PROCEDURES

A. Definitions

1. Grievance: A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
2. Aggrieved Person: An "aggrieved person" is the person or persons or the Association making the complaint.
3. Party in Interest: A "party in interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees and employer which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

- a. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may, however, be adjusted by mutual agreement.
- b. The failure of a teacher to act on any grievance within the prescribed time limits shall halt any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- c. The filing of the formal, written grievance at the second step must be within ten school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the grieving person or persons within ten school days after receipt of the grievance.

d. Barring arbitration, it is agreed that any investigation or other handling or processing of any grievance by the grieving person or persons shall be conducted so as to result in no interference with, any interruption whatsoever, of the instructional program and assigned duties of the grieving teacher or of the teaching staff.

2. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall within five (5) school days (120 hours) of the alleged violation discuss it with the building principal with the objective of resolving the matter informally. A grievance arising from an action outside of authority of the principal may be discussed directly with the Superintendent and if the informal discussion with the Superintendent fails to resolve the matter the grievant may initiate the formal grievance procedure described below with the Superintendent rather than the Principal.

3. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal at level one, the grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal within fifteen (15) school days of the alleged violation. The appropriate principal shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to level three within five (5) school days.

4. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his/her designee shall indicate in writing his/her disposition of the grievance. If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person may transmit within ten (10) school days the grievance to the PERB.

5. Level Four - Arbitration

a. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

b. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days.

c. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall either (1) attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator or (2) send a written request for a list of arbitrators to the PERB. Either party may make this request. The list shall consist of seven (7) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the remaining names. Thereafter, the parties will alternately strike names until one name is left. The person whose name remains shall be the arbitrator.

d. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly, and issue his/her decision not later than fifteen school days from the date of the close of the hearings. If any oral hearing has been waived, his/her decision shall be issued fifteen (15) school days from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be made in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which violate the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

e. The cost for the service of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at levels three and four of the grievance procedures by himself/herself or at their option, with a representative selected or approved by the Association.

2. No Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation. Likewise, documents and communications dealing with the grievance process shall be filed separately from the personnel files of the participants.

3. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses. The parties in interest, and their designated or selected representatives heretofore referred to in this Article unless such meetings and hearings are otherwise required to be open to the public pursuant to Chapter 21 of the Code of Iowa.

ARTICLE V
EMPLOYEE RIGHTS

A. Evaluation of Students

The teacher has the right and responsibility to determine grades and other evaluations of students within the grade policies of the Southeast Warren Community School District based upon his/her professional judgement of available criteria pertinent to any given subject and activity for which he/she is responsible. If it is deemed necessary to change a grade due to misinterpretation of grading policy or personal prejudice, the administration shall contact by phone or mail the employee and student concerned. If the teacher's address is unknown, the teacher shall be notified in writing at last known address by certified mail.

B. Just Cause

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional services without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

ARTICLE VI
ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make use of school building and facilities with the approval of the building principal.

B. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards in each school building in areas designated for employee use, such as teachers' lounges or workrooms. The Association may use the district mail service and employee mailboxes for communications to teachers.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE VII

PAYROLL DEDUCTIONS

A. Payroll Deductions

1. Authorization - Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deductions of professional dues.
2. Regular Deductions - Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of that fiscal year.
3. Transmission of Dues - The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period and a listing of employees for whom deduction was made.
4. Hold Harmless Clause - The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of Paragraph A.

B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, the balance of school group insurance and annuities provided under Article X, Insurance.

ARTICLE VIII

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.

B. Place on Salary Schedule

Teachers new to the district may be given credit for out-of-district experience with approval of the school board.

C. Advancement of Salary Schedule

1. Increments: Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Southeast Warren District for one hundred thirty-five (135), or more teaching days in one school year. One-half year's credit shall be given for ninety (90) days or more of service.

2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. To advance from one educational lane to another, an employee shall file suitable evidence of additional educational credit in teaching area or prior approval from the Board of Education, with the Superintendent no later than fifteen (15) days after the beginning of the school year.

3. Career Increment: Employees on the regular salary schedule who have been at Step 20 for one year or more shall receive a career increment payment equal to 6.5% of the base salary (BA, Step 1). The career increment does not accumulate, i.e. the only increase in the career increment portion of an employee's salary in the second and following years is that resulting from a change in the value of 6.5% of the base salary.

D. Method of Payment

1. Pay Periods: Each employee shall be paid in 12 equal installments by the 20th of each month.

2. Exceptions: When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last working day (prior to such holiday, vacation or weekend).

3. Summer Checks: Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Extra Assignments

In the event students cannot be transported home during the regular school day (8:00 a.m. - 4:00 p.m.) due to inclement weather, instructors, who are required, by their building principal, to supervise students, shall be reimbursed \$8.00 per hour for the hours worked which are in addition to the regular working hours. (8:00 a.m. - 4:00 p.m.)

F. Additional Language

1. This schedule covers contract for 190 days of service. The regular contract year for an employee may include up to 192 days with per diem pay for each day over 190.
2. Teachers hired on contracts in excess of 190 days will be paid per diem. Per diem shall be calculated by dividing regular salary by 190 days.
3. Mileage, in connection with work, will be paid as per board policy, subject to approval of the administrator.
4. In the event a contract is forfeited after July 1st of the calendar year in which the contract is issued, a replacement cost of up to \$200.00 will be assessed.
5. Additional activities may be added to supplemental pay schedule with approval of the employee and the Southeast Warren Education Association.
6. The Board will pay the school nurse 98% of the appropriate step and lane.

SOUTHEAST WARREN SCHOOLS SALARY SCHEDULE 2006-2007

STEP	B.A.	B.A.+12	B.A.+24	M.A.	M.A.+12	M.A.+24
1	26,200	26,960	27,720	28,780	29,740	30,700
2	26,920	27,680	28,440	29,500	30,460	31,420
3	27,640	28,400	29,160	30,220	31,180	32,140
4	28,360	29,120	29,880	30,940	31,900	32,860
5	29,080	29,840	30,600	31,660	32,620	33,580
6	29,800	30,560	31,320	32,380	33,340	34,300
7	30,520	31,280	32,040	33,100	34,060	35,020
8	31,240	32,000	32,760	33,820	34,780	35,740
9	31,960	32,720	33,480	34,540	35,500	36,460
10	32,680	33,440	34,200	35,260	36,220	37,180
11	33,400	34,160	34,920	35,980	36,940	37,900
12	34,120	34,880	35,640	36,700	37,660	38,620
13	34,840	35,600	36,360	37,420	38,380	39,340
14	35,560	36,320	37,080	38,140	39,100	40,060
15	36,280	37,040	37,800	38,860	39,820	40,780
16	37,000	37,760	38,520	39,580	40,540	41,500
17	37,720	38,480	39,240	40,300	41,260	42,220
18	38,440	39,200	39,960	41,020	41,980	42,940
19	39,160	39,920	40,680	41,740	42,700	43,660
20	39,880	40,640	41,400	42,460	43,420	44,380
CAREER	41,583	42,343	43,103	44,163	45,123	46,083

ARTICLE IX

SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities: The Board and the Association agree that the extracurricular activities listed in Schedule C are official school-sponsored activities, covered by the district's school insurance.
2. A coach will not be permitted to serve as coach for both the senior high and junior high in the same season; for example, varsity football and junior high football. An exception may be made with the approval of the school board.
3. A coach will not be permitted to practice during the student's scheduled school day, however the board may make an exception for junior high sports.
4. If an assistant extra-curricular activity position is not filled as listed on the supplemental pay schedule, the head coach/sponsor of the activity may receive supplemental pay equal to the percentage of the head and assistant coach/sponsor added together, with approval of the school board.

B. Special Assignments

1. BAT Team members will be compensated \$10 per meeting paid in the following month's paycheck with a submitted time sheet. The Bat Team referring teacher shall be compensated \$25 for each referral.
2. Any teacher who assumes Saturday school duties will be paid per diem with a submitted time sheet.

SCHEDULE C

SUPPLEMENTAL PAY

Teachers with full teaching schedules will receive additional reimbursement for certain duties as follows: The Adult Program shall be paid \$150. For the 2006-2007 school year, each employee receiving supplemental pay for extracurricular assignments shall advance one step on the B.A. lane. Each supplemental salary shall then be determined by multiplying the respective percent shown on the following schedule times the salary at the advance step.

SUPPLEMENTAL PAY SCHEDULE 2006-2007

1.	Athletic Director	12%
2.	Head Football	10%
3.	Assistant Football	7%
4.	Head Jr. High Football	6%
5.	Assistant Jr. High Football	4%
6.	Head Volleyball	10%
7.	Assistant Volleyball	7%
8.	Head Jr. High Volleyball	6%
9.	Assistant Jr. High Volleyball	4%
10.	Head Cross Country	7%
11.	Head Wrestling	10%
12.	Assistant Wrestling	7%
13.	Head Jr. High Wrestling	6%
14.	Assistant Jr. High Wrestling	4%
15.	Weightlifting Coach	8%
16.	Head Boys' Basketball	10%
17.	Assistant Boys' Basketball	7%
18.	Head Jr. High Boys' Basketball	6%
19.	Assistant Jr. High Boys' Basketball	4%
20.	Head Girls' Basketball	10%
21.	Assistant Girls' Basketball	7%
22.	High School Girls' Basketball Chaperone	2%
23.	Head Jr. High Girls' Basketball	6%
24.	Assistant Jr. High Girls' Basketball	4%
25.	Head Boys' Track	7%
26.	Assistant Boys' Track	4%
27.	Head Jr. High Boys' Track	6%
28.	Assistant Jr. High Boys' Track	4%
29.	Head Girls' Track	7%
30.	Assistant Girls' Track	4%
31.	Head Jr. High Girls' Track	6%
32.	Assistant Jr. High Girls' Track	4%
33.	Golf	7%
34.	Head Baseball	10%
35.	Assistant Baseball	7%
36.	Head Jr. High Baseball	6%
37.	Head Softball	10%
38.	Assistant Softball	7%
39.	Head Jr. High Softball	6%
40.	Cheerleading Advisor (Football, Basketball, Wrestling)	2%(per sport)
41.	Jr. High Cheerleading Advisor	1%
42.	Drill Team Coach	6%
43.	Jr. High Dance	4%

44.	Head Speech Coach	3%
45.	Assistant Speech Coach	2%
46.	Director of Fall & Spring Plays	6%
47.	Director of Musical Production	3%
48.	Instrumental Music	12%
49.	Summer Instrumental Music	12%
50.	Elementary Vocal Music	1%
51.	Secondary Vocal Music	6%
52.	Elementary Yearbook Advisor	2%
53.	Secondary Yearbook Advisor	6%
54.	Secondary Newspaper Advisor	3%
55.	F. B. L. A. Advisor	3%
56.	F. F. A. Advisor	6%
57.	F. C. C. L. A. Advisor	3%
58.	French/Spanish Club Advisor	3%
59.	Art Club Advisor	2%
60.	Head Junior Class Advisor	2%
61.	Assistant Junior Class Advisors (Divided Equally)	2%
62.	High School Student Council Advisor	2%
63.	Academic Coach	2%
64.	Driver Education (Summer)	14% + \$40 / student over 20
65.	Instructors shall work 2 extra-curricular activities of three (3) hours per night free of charge. Additional extra-curricular activities shall be paid at the rate of \$25.00 per night. The elementary music program shall count as an activity for purposes of item 65.	

ARTICLE X

INSURANCE

A. Types

The Board agrees to provide all full-time employees contracted 30 hours or more per week with single covered co-insurance protection with a \$100 deductible per person or \$200 deductible per family. Those employees working 20-29 hours per week will receive one-half the health insurance or TSA benefit and one-half the dental insurance benefit of full-time employees.

1. Health and Major Medical - DXL Insurance: The coverage for 2006-2007 for the above insurance will be up to \$335 per month per individual for either the single plan or the family plan. The employee will pay the balance.

a. If both a husband and wife are employed by the Southeast Warren School District, their allowable benefits for single medical and dental coverage shall, at the employees' request, be combined towards a family policy.

b. If a full time employee contracted 30+ hours per week declines both single and family health coverage, the district will provide \$250 per month for a T.S.A.

2. Workman's Compensation: (as per state law)

3. Dental: Each employee shall be covered by Dental Insurance up to \$312.00 per year per individual, or \$26.00 per month.

4. Long Term Disability Insurance: The Board agrees to provide each full-time employee with a Long Term Disability policy. Benefits provided by such policy will begin after a ninety day (90) waiting period from the date of disability. Coverage provided by the policy will be a maximum payment of 60% of monthly salary for the period provided in the policy.

5. The Board agrees to provide all full-time employees contracted 30 hours or more per week with group term life insurance of \$20,000 subject to the requirements of the carrier.

6. The board agrees to provide the flexible benefit option of using pre-tax dollars for out-of-pocket medical expenses or dependent/child care. Administration fees for this plan will be paid by the district.

B. The Board-provided insurance programs shall be for twelve (12) consecutive months (beginning October 1, and ending September 30). Employees new to the district shall be offered coverage by Board-provided insurance to be effective no later than two (2) months after initial employment. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

- C. Selection of Carriers: The Board shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company.
- D. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

ARTICLE XI

SICK LEAVE

A. Accumulative Benefits

1. Each teacher in the Southeast Warren Community School District shall be granted sick leave according to the following schedule:

1st year of employment in the system	12 days
2nd year of employment in the system	13 days
3rd year of employment in the system	14 days
4th and subsequent years	15 days

An employee may carry over up to 95 days of unused sick leave and may have a maximum of 110 days available during a school year.

2. Sick leave is defined as medically-related disability.

3. Extended leave without pay - An employee who is unable to work because of personal illness or injury and who has exhausted all sick leave available, shall upon written request to the Superintendent, be granted a leave of absence without pay for the duration of such illness or disability up to a maximum of one calendar year, commencing with the date that sick leave is exhausted.

The employee shall furnish the Superintendent with a written statement from a medical doctor, certifying to the existence, nature and duration of the illness or disability and the employee's inability to work because of the illness or disability. The Superintendent may require other reasonable evidence to confirm the necessity for such extended leave of absence.

4. Sick leave shall be earned on the basis of active paid employment, not during periods of unpaid leaves such as staff reduction, layoffs, sabbatical, and the like.

5. Employee elective surgery or employee elective cosmetic surgery shall not qualify for sick leave.

6. Family Sick Leave. At the beginning of every school year each employee will be allowed 6 days of family sick leave to be subtracted from the employee's regular sick leave days. The 6 days availability for family sick leave are non-accumulative but this shall not affect the accumulation of unused regular sick days (i.e. if unused, the sick days for family days do not increase to 12 the next year but the regular sick leave days not used for this purpose do accumulate as provided above).

B. Notification of Accumulation

Employees shall have the right to sign his or her sick leave record no later than ten (10) days after each school year has begun.

C. Extended Leave

Extended leave may be granted by action of the School Board.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

1. Personal Leave

a. At the beginning of every school year each employee shall be allowed two (2) paid days for the employee's personal business leave. A full-time employee who does not use any part of either day of personal leave shall be paid one day of substitute pay for each day, payable in the final paycheck of the employee's contract year. Part-time employees will receive the prorata portion of a day of substitute pay based on the portion of full-time employment in their contract. This leave is nonaccumulative. An employee wishing to use a personal leave day shall notify his/her principal in writing at least two days in advance, except in case of emergency; then notification shall be given as soon as possible.

b. Not more than two regular classroom teachers under a principal's jurisdiction may be granted personal leave in any one day. Special Education, Art, Remedial Reading, and K-12 shared personnel shall be excluded from this quota.

c. No personal leave days will be allowed on the day before or the day immediately following a holiday or vacation period except in extenuating circumstances as determined by the superintendent of schools.

d. Use of personal leave shall be specifically prohibited during any form of work stoppage.

e. Personal leave can not be used during the last ten (10) school days except for extenuating circumstances as determined by the superintendent.

2. Jury and Legal

Any employee who is called for jury duty during school hours, who is required to appear in any judicial or administrative proceedings shall be provided such time if served a subpoena. Any fees or remuneration the employee received during a required appearance in any judicial proceedings shall be turned over to the Southeast Warren School System.

3. Professional Leave may be granted with the approval of the administration. Coaches may use one professional day per sport to attend their state championship or relevant clinic.

4. Bereavement

A leave of not more than five days per occurrence with full pay may be granted in the case of a death in the immediate family of the employee or the employee's spouse. Said immediate family shall be limited to the following relatives: father, mother, brother, sister, wife, husband, grandparents, children, grandchildren, step-parents, mother-in-law, father-in law or any member of the immediate household. This leave shall be granted by the Superintendent and shall be for the attendance of the funeral and for any other purpose directly arising out of said death. The leave shall not be used for any other purpose. Family bereavement leave is not cumulative.

In the case of the death of any other relative, close personal friend or school related personnel, absence may be allowed without loss of pay for attendance at the funeral. The number of staff members allowed to use this leave on any one day may be limited to two per building.

This bereavement leave is in addition to the regular sick leave allowed all employees of the district. It is understood, however, that the bereavement leave is not accumulative.

5. Emergency Leave

A leave of not more than three days with full pay per year may be granted in the case of hospitalization of an employee's father, mother, spouse, or child.

All such leaves shall be requested in writing and approved by the superintendent. Emergency leave is not accumulative.

B. Unpaid Leave

Other temporary or extended leaves of absence without pay may be granted with the approval of the Board of Education.

ARTICLE XIII

EMPLOYEE HOURS AND WORK YEAR

A. In-School Work Year

1. Regular Contract - The in-school work year for employees contracted on a nine-month basis shall not exceed one-hundred and ninety (190) days.
2. The teacher workday at the end of the school year may be taken by employees in 2 to 8 hour increment(s) at a time they choose to work on teaching-related activities. Time worked will be recorded and submitted to the building principal.

B. Holidays

1. The regular contract of employees shall include four (4) paid holidays. Such holidays shall include Labor Day, Thanksgiving, one day of winter break, and New Year's Day. No employee shall be required to perform duties on any of the above holidays.

C. Easter

1. Good Friday and Monday following Easter will be vacation days unless a change is mutually agreed upon by the Board and the Association. However, if more than four (4) days are missed, the Board may have school on Monday at their discretion.

D. Work Hours

1. Each employee shall be entitled to a twenty-five minute duty free lunch except in cases of emergency.
2. The regular workday for employees shall be eight hours between 8:00 a.m. and 4:00 p.m. Secondary teachers will individually choose whether to work a 7:45 a.m. to 3:45 p.m. or 8:00 a.m. to 4:00 p.m. schedule. Those hours will remain consistent throughout the school year unless a change is approved by the building administrator. The exception will be for faculty meetings scheduled for 7:45 a.m. or other special building needs determined by the building administrator. School will be dismissed at least one hour early on the day preceding Thanksgiving and winter break. On Fridays and days preceding holidays and vacation periods the work day shall end fifteen minutes after the end of the students' instructional day, with the exception of the person(s) on afternoon bus duty.

ARTICLE XIV

REDUCTION OF STAFF

- A. Coverage - All employees under this agreement.
- B. Layoffs: In the event the employer determines that it is necessary to have a reduction in staff, the employer shall attempt to first accomplish such by normal attrition. In the event that necessary staff reduction cannot be accomplished by attrition the following procedures shall be followed: Layoffs will be made within the following categories: K-6, 7-12, (within curricular areas, that is, social studies, science, math, English, physical education, etc.) special programs, and federal or state programs. It is the intention of the parties that the above categories shall be considered as separate units.
- C. Given the necessity to maintain the most competent and qualified staff available, the employer, in determining which employees are to be reduced will consider:
 - 1. The need to maintain programs of the district.
 - 2. Qualifications Certification - as determined by past and present evaluations documented in the personnel file.
 - 3. If the above considerations are relatively equal among affected employees the least senior employee will be reduced. Seniority means an employee's length of full-time continuous service with the employer since the employee's first semester of hire. A part-time teacher shall accrue seniority on a pro rata basis. Approved leaves of absence shall not constitute a break in an employee's continuous service for seniority purposes, but credit will not be given for leaves of absence when totaling an employee's amount of active paid employment.
- D. Once the decision as to the teacher(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Sections, 279.13 of the Iowa Code.
- E. Recall Rights

Any employee laid off pursuant to the policy shall have recall rights to any position for which he/she is or may become certified for two (2) years from the effective date of his/her layoff and shall be recalled to available positions in such professional categories in inverse order of the layoff. An employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested, to the last known address of the employee in question, as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Within ten (10) calendar days after an employee

received notice of re-employment, he/she must advise the Board in writing by registered mail, return receipt requested, that he/she accepts the position offered in such notice. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept within ten (10) calendar days any position offered to the employee.

- F. Notification: The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction no later than April 30th preceding each school year. Such notice shall include specific written reasons for reduction of staff.
- G. Benefits: Any employee re-employed by exercising his/her recall rights shall be reinstated with all benefits of the master contract and be advanced on step on the salary schedule from last step held before lay-off. A lay-off will not cause employee to lose accumulated seniority or sick leave; however, the lay-off period will not count toward number of years of seniority.
- H. Resignations or Terminations: Any employee who resigns upon request for reasons of staff reduction shall be accorded the recall rights provided by this policy unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained such rights provided by this policy.

ARTICLE XV

HEALTH PROVISIONS

A. Physical Fitness - All employees

All new employees upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Forms for such purposes shall be provided by the employer. Such evidence shall include a statement from a doctor of the employee's choice. Each new employee shall be advised in the teachers' handbook of the physical fitness requirements at the time of employment. All other employees shall present evidence of freedom from tuberculosis and shall be required to fulfill the physical exam requirements every three years. The employer shall pay up to \$40.00 toward the cost of the employee's physical examination.

B. Physical Fitness - Reimbursement

The employer shall pay up to \$40.00 toward the cost of the employee's physical examination.

C. Subsequent Examinations

The board may require a subsequent examination of any employee when in its judgement such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the Board shall pay the cost of such examination.

The subsequent examining physician shall be approved by the Board of Education prior to the examination. In the event the Board does not approve the subsequent examining physician, such physician shall be selected by the Warren County Medical Examiner. Should the Warren County Medical Examiner refuse to select a subsequent examining physician, such shall be done by the Warren County Board of Supervisors.

ARTICLE XVI

EMPLOYEE EVALUATION

A. Major Elements of a Performance Review

In accordance with Iowa statute and good practices, the five elements listed below will be included in Performance Reviews:

1. Individual Career Development Plan
2. Classroom Observation
3. Supporting documentation from other evaluators, teachers, parents and students
4. Iowa Teaching Standards Review
5. Conference

The remainder of the design provides direction and specific information on the Performance Review process.

B. Procedures and Timeline for Performance Review

1. By September 1, the evaluator will review the procedures for Performance Reviews with all staff and will notify all teachers who are scheduled to participate in a Performance Review that year.
2. Each teacher will participate in a Performance Review once every three years at a minimum. Additional evaluations of employees may occur.
3. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator. However, the evaluator may seek input from the administrator(s) in the other building(s) in which the teacher is assigned.
4. An individual conference between each teacher participating in a Performance Review and the evaluator will be held at the beginning of the year that does the following:
 - a. lays out the general timeline
 - b. begins collaborative work between the teacher and evaluator that results in a schedule that includes dates for observations and discusses topics that might be addressed in the process
 - c. explains expectations of the teacher
 - d. provides an opportunity for the teacher to ask questions

5. Buildings may hold general planning sessions with the evaluator(s) and groups of teachers as appropriate. Such sessions may be held quarterly to assist teachers.
6. Formal observation(s) of the teacher will be held between September 15 and April 15. The evaluator and the teacher will agree upon dates for a pre-conference, observation, and post-conference. No formal observations shall be conducted the day before or the day after a school vacation period. Formal observations shall be for a continuous length of time no shorter than 30 minutes and no longer than 90 minutes. Each formal observation shall be followed by a conference between the evaluator and the teacher within 10 school days.
7. The evaluator may also make informal classroom observations of short duration during the evaluation process. Any written notes that the evaluator makes during these observations will be shared with the teacher.
8. The teacher will complete an Iowa Teaching Standards Review.
9. The evaluator and teacher will participate in a formal Performance Review conference that includes:
 - a. Results from the Individual Career Development Plan
 - b. Information from the formal observation(s)
 - c. Supporting documentation from other evaluators, teaches, parents and students
 - d. The Iowa Teaching Standards Review
10. The Southeast Warren Performance Review form will be signed by both the teacher and the evaluator and both parties shall retain a copy. The signature of the teacher does not necessarily mean agreement with the Performance Review but rather awareness of its contents.
11. If the employee feels his/her Performance Review is incomplete, inadequate or unjust, he/she may, within 10 school days of the conference, put his/her objections in writing and have it attached to the Performance Review.
12. Performance Reviews are to be completed by April 30th.

ARTICLE XVII
SAFETY PROVISIONS

A. Protection of Employees, Students and Property

1. Use of Reasonable Force

- a. An employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain control of the pupil, to defend one's self, and to protect persons or property.

2. Leave

- a. When absence arises out of, or from, such assault or injury, the employee shall be entitled to full salary and other benefits for the period of thirty (30) days but not forfeit any sick leave or personal leave.

3. Reporting Assaults

- a. The employee(s) shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the appropriate law authorities.
- b. Such notification shall be immediately forwarded to the Association and to the superintendent. The superintendent shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or other persons involved, and shall act in appropriate ways as liaison among the employees, the police and the courts.

ARTICLE XVIII

TRANSFERS

Voluntary Transfers

- A. Definition of Vacancy - a vacancy which creates the opportunity to apply for transfer occurs when the number of positions available in the District exceeds the number of certified and qualified staff members available to teach.

A vacancy does not exist when the number of positions in a building is being reduced and it becomes necessary to assign or reassign employees. The granting of a leave of absence, by the Board for any length of time, when the teacher is expected to return, does not create a vacancy. Management reserves the right to determine if a vacancy exists.

- B. The movement of an employee to a different grade level or department within either the elementary or secondary categories shall be considered a transfer.
- C. Notification - The Superintendent shall deliver to the Association and post in the school building(s) a list of the vacancies and new positions which occur during the current school year and for the following school year upon receipt of a Board Accepted resignation or Board approval of a new position. During the summer months, notice shall be placed in the local newspaper and shall be sent to any employee who has submitted one or more stamped self addressed envelopes to the superintendent's office indicating a desire to be notified of available positions in the job category in which the vacancy occurs. Vacancies which occur during or after August 1, shall be filled at the discretion of the district.
- D. Before the District hires a new employee to fill a vacancy, the District shall consider the applications of current employees to transfer to the vacancy. The district is not obligated to grant any transfer request. If a current employee requests a reason for the denial of the transfer, the District will provide a written response which describes the reason(s) for not granting the transfer.

If the District elects to grant an internal request for a transfer and more than one current employee applies, the decision shall be based on the qualifications of the candidates including experience, certifications, college preparation and teaching abilities as those abilities are documented by formal and informal evaluation. If the District determines two internal candidates are equally qualified, the employee with the greater amount of seniority shall be transferred.

Involuntary Transfers

- A. An involuntary transfer shall be made if, in the opinion of the Superintendent, circumstances existing require the transfer of an employee from his/her present assignment, grade level, or department to another.
- B. Notice of an involuntary transfer or reassignment shall be given in writing to employees within thirty (30) days after the decision to transfer is made unless an emergency exists, in which case an employee will be given notice as soon as necessity for change is known.
- C. The employer, in making an involuntary transfer, shall consider educational and experience qualifications and seniority in making such transfers.
- D. An employee being involuntarily transferred or reassigned shall be placed in a position which does not involve reduction in total compensation, not taking into account consideration of any payment for extracurricular activities or extended contracts.
- E. In case of an involuntary transfer, a conference will be held between the Superintendent and employee and at the employee's option, a representative of the Association. Reasons for the transfer will be given in writing.
- F. Priority in Reassignment - a list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- G. All anticipated changes in subject matter for the forthcoming year will be posted in the building before the end of the school year. It is recognized that the school may make such adjustments in class, subject and room assignments as may later become advisable, consistent with the needs to properly staff the educational programs and utilize the physical facilities of the district. The school will make an effort to consult with the employee or notify the employee of such adjustments.

ARTICLE XIX

PHASE III

This 2006-2007 agreement shall be in accordance with House File 499 that relates to Chapter 20 of the Code of Iowa.

A. Rate of Pay

Employee shall be paid their per diem rate for work performed pursuant to the district's Phase III Plan. The per diem base will be Salary Schedule A, divided by 190 contract days.

B. Method of Payment

Employees shall be paid for Phase III work on the next regular pay day for the amount earned during said pay period.

C. Selection Committee

A committee to review Phase III projects shall consist of two teachers and two building principals. Said committee shall review and approve Phase III projects. If agreement cannot be reached the superintendent will determine the project.

D. Participation

Participation in all Phase III activities shall be voluntary.

E. Phase I and II monies are integrated into Schedule A. In the event the Iowa General Assembly should not fully fund either Phase I or Phase II of HF 499, enacted by the Iowa General Assembly in 1987, Phase I and Phase II money incorporated into the 2006-2007 salary schedule will be deleted.

APPENDIX
SCHEDULE A
GRIEVANCE REPORT

Date Filed _____

Southeast Warren School District

_____ Building

Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor

LEVEL II

A. Date Violation Occurred _____

B. Section (s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition of Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent of Designee _____

Signature of Superintendent or Designee

Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. _____
Disposition and Award of Arbitrator *

Signature of Arbitrator Date of Decision

* If additional space is needed, attach additional sheets

NOTE: All provisions of ARTICLE _____ of the Agreement, Dated _____, 19____, shall be strictly observed in the settlement of grievances.

ARTICLE XX

DURATION AND SIGNATURES

A. Duration Period: This contract shall become effective July 1, 2006 and shall continue to be in effect until June 30, 2007, except for Article VIII, Article IX, and Article X, which shall be reopened annually to determine the terms thereof for the next fiscal year.

B. Signature Clause:

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiator(s) and their signature placed thereon, all on the _____ day of _____, 2006.

SOUTHEAST WARREN EDUCATION ASSOCIATION

President

Chief Negotiator

SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT

President, Board of Education

Chief Negotiator

NON-DISCRIMINATION STATEMENT

It is the policy of the SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT not to illegally discriminate on the basis of race, color, national origin, gender, disability, sexual orientation, religion, creed, age, or marital status in its educational programs or employment practices. If you have questions or grievances related to this policy please contact:

<u>NAME</u>	<u>TITLE/POSITION</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
Harold Hulleman	Superintendent Equity Coordinator	1621 Tyler Street Liberty Center, IA	515-466-3510

OR

Iowa Dept. Of Education	Grimes State Office Bldg. Des Moines, IA 50319	515-281-5294
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OR

Region VII Director	U. S. Dept. Of Education	Office of Civil Rights 310 W. Wisconsin Ave., Suite 800 Milwaukee, WI 53203-2292
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